

Panaji, 30th April, 2009 (Vaisakha 10, 1931)

SERIES II No. 5



OFFICIAL GAZETTE

GOVERNMENT OF GOA

Note:- There are two Extraordinary issues to the Official Gazette, Series II No. 4 dated 24-4-2009, as follows:-

- 1) *Extraordinary dated 24-4-2009 from pages 81 to 82 regarding Notification from Department of Elections (Office of the Chief Electoral Officer).*
- 2) *Extraordinary (No. 2) dated 24-4-2009 from pages 83 to 84 regarding Notification from Department of Finance (Revenue & Control Division).*

GOVERNMENT OF GOA

Department of Co-operation

Office of the Registrar of Co-operative Societies

Order

No. ARCS/CZ/Cons/ADM/92/98

- Read: 1) Show Cause Notice No. ARCS/CZ/CONS./ADM/92 dated 16-11-2004.
- 2) Notice No. ARCS/CZ/Cons./ADM/92 dated 03-02-2005.
- 3) Audit report of the society for the Co-op. year 2006 to 2008 (2 years).
- 4) Interim Order No. ARCS/CZ/Cons./ADM/92 dated 01-12-2008.
- 5) Order No. ARCS/CZ/Cons./ADM/92 dated 27-02-2009.

By virtue of powers vested in me under Section 93(1) of the Goa Co-op. Societies Act, 2001, I, P. K. Patidar, Registrar of Co-op. Societies, Government of Goa, hereby appoint Shri V. J. Parab, Jr. Auditor/Inspector of Co-op. Societies, Central Zone, Panaji as Liquidator of Cidade-de-Goa Employees Pariwar Consumers Co-op. Society Ltd., Dona Paula with immediate effect with an instruction to finalize the liquidation proceeding within the period specified under the aforesaid Act.

P. K. Patidar, Registrar of Co-op. Societies.

Panaji, 26th March, 2009.

Department of Finance

Budget Division

Finance Debt. Management Division

Notification

No. JS (DMJ)/RBI/2008-09/270

Government of Goa is pleased to constitute a State Level Committee for electronic transfer of accounts data under the Chairmanship of Finance Secretary for working out the modalities for standardization of E-scroll to be rendered by RBI and agency banks to State Government and restructuring of the E-challan compatible with E-scroll with the following members with immediate effect:-

- | | | |
|----------------------------|---|-------------------|
| 1 Finance, Secretary | — | Chairman. |
| 2 Accountant General | — | Member. |
| 3 Joint Secretary (Budget) | — | Member. |
| 4 Joint Secretary (DMJ) | — | Member. |
| 5 Director of Accounts | — | Member Secretary. |
| 6 Representative of RBI | — | Member. |
| 7 Representatives of SBI | — | Member. |
| & other agency banks | | |

By order and in the name of the Governor of Goa.

Meena Priolkar, Under Secretary, Fin. (Bd-III).

Panaji, 20th April, 2009.

Department of Labour

Notification

No. 28/1/2009-LAB/329

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa on 22-12-2008 in reference No. IT/27/04 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 17th March, 2009.

IN THE INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT-I AT PANAJI

(Before Anuja Prabhudessai, Presiding Officer)

Ref. No. IT/27/04

Shri Pedro J. Faleiro

Rep. by Kadamba Kamgar Union,

T-1, Sindhur Bldg.,

Opp. Dayanand Smruti Bldg.,

Panaji, Goa.

..... Workman/Party I

V/s

M/s. Kadamba Transport

Corporation Ltd.,

Panaji, Goa.

..... Employer/Party II

Workman/Party I is represented by Adv. A. Kundaikar.

Employer/Party II is represented by Adv. C. J. Mane.

A WARD

(Passed on this 22nd day of December, 2008)

By order dated 6-8-04, Government of Goa has referred the following dispute for adjudication of this Tribunal.

"(1) Whether the demand of Kadamba Kamgar Union for regularization of services of Shri Pedro J. Faleiro, Badge No. 2107, driver on completion of 240 days of continuous service is legal and justified?

(2) If not, to what relief the workmen are entitled?"

2. On receipt of the said reference IT/27/04 was registered. Notices were issued to both parties. The Party I has filed its claim statement at Exb. 4. The Party II filed its written statement at Exb. 6. The rejoinder is at Exb. 7.

3. It is not in dispute that pursuant to the advertisement issued by the employer in the local newspapers, the workmen involved in this reference had applied for the post of a driver and he was selected as a heavy vehicle driver. The Party I has stated that the driver named in the reference was appointed by order dated 31-7-2000 as a substitute driver on daily wages at the rate of Rs. 100/- per day w.e.f. 16-8-2000. He was appointed against an existing vacancy and was recruited for permanent work. The services of the said driver was regularized w.e.f. 1-1-2004 in pay scale of Rs. 3050-75-3950-80-4500. The contention of the Party I is that the advertisement issued in the local daily clearly stated that the initial appointment was for three months and that thereafter it would be made on regular basis, subject to the satisfactory performance. The Party I has stated that the services of this driver was required to be regularized on completion of continuous service of 240 days. The Party I has claimed that the concerned driver has sustained monetary loss on account of the delay in regularizing of his services. The Party I has stated that the driver named in the reference is entitled for regularization of services on completion of 240 days of continuous service, with pay scale of Rs. 3050-75-3950-80-4590.

4. The Party II has stated that the appointment of the driver was necessitated on account of temporary increase in the workload. The Party II has stated that the services of this workmen were regularized depending upon availability of posts and on the basis of satisfactory work performance. The Party II has denied that it has indulged in unfair labour practice or victimization. The Party II has denied that the services of the said driver had to be regularized on completion of 240 days of continuous service.

5. Based on the aforesaid pleading following issues were framed:

- 1 Whether the demand of the Party I/Union for regularization of the services of the workman, Shri Pedro J. Faleiro on completion of 240 days of continuous service is legal and justified?
- 2 Whether the workman, Pedro J. Faleiro is entitled to any relief?
- 3 What Award?

6 Learned advocate, Shri Kundaikar has argued that pursuant to the advertisement issued by the Party II, several drivers were appointed on permanent basis. He has argued that some of these drivers were regularized in June, 2001 while the driver named in this reference was regularized subsequently. He has argued that the driver involved in this reference was entitled for regularization on completion on 240 days. He has argued that the action of the Party II to keep this driver as daily wage for such long period amounts to unfair labour practice. He has also argued that this driver has sustained monetary loss on account of the delay in regularization.

7. Learned Adv., Shri Mane has argued on behalf of the Party II Corporation. He has argued that the said driver was appointed on daily wages due to temporary increase in the workload. He has argued that though these drivers were appointed on daily wages, they were given all benefits which were given to the permanent employees and that their services have been regularized depending upon the availability of posts and satisfactory work performance. He has argued that the said driver is not entitled for regularization on completion of 240 days of service. I have perused the records and considered the arguments advanced by the respective parties and my findings on the issues are as under.

8 *Issue No. 1:* It is not in dispute that the Party II had issued an advertisement in local daily at Exb. 19 stating that it required heavy vehicle drivers and conductors. The advertisement stated that the appointment would be on daily wages. Pursuant to this advertisement the workman named in the reference had applied for the post of a driver and he was selected and was appointed by the Party II on daily wages of Rs.100/- per day of actual work. The evidence of Avinash Rawal, the President of the union indicates that the said driver was appointed w.e.f. 16-8-2000 and the services of this driver were regularized w.e.f. 1-1-2004 in pay scale of Rs. 3050-75-3950-80-4590. He has deposed that the driver

named in the reference was entitled for regularization on completion of 240 days of continuous service. He has stated that the said I driver was appointed on regular vacancy and that he was recruited on permanent job and that to deny regularization and keep him on daily wages perpetually is unjust and arbitrary and amounts to unfair labour practice. He has deposed that the driver was deprived of the monetary benefit on account of delay in regularization.

9. It may be mentioned here that AW1 Avinash Rawal had denied that the said driver was not appointed on the existing vacancy. The witness has also denied that no assurance was given by the management either in the advertisement or otherwise that the services of this driver would be regularized on completion of continuous service of three months. He has also denied that the said driver and some other drivers were appointed on daily wages due to increase in workload and growing absenteeism. He has also denied the suggestion that the said driver was regularized as and when there was a regular vacancy. It is however to be noted that the second witness of the Party I, Shri Andrew Lopes, has admitted in his cross examination that the Party II had appointed temporary drivers on account of pressure of work. He has admitted that some of these drivers were regularized in different batches. The witness No. 2, Andrew Lopes has also admitted in his cross examination that the Party II had not assured these drivers at the time of their appointment that their services would be regularized on completion of 240 days of continuous service. The evidence of this witness clearly fortifies the case of the Party II that the driver involved in this reference and some others were appointed on daily wages only due to exigencies of work and consequently the evidence of AW2 Andrew Lopes belies the contention of the AW1 Avinash Rawal that these drivers were appointed on existing vacancies.

10. It is also to be noted that though the Party I has stated that these drivers were entitled for regularization on completion of service of 240 days, it has not produced any evidence to show that the Party II had undertaken to regularize his services on completion of service of 3 months or 240 days. It is pertinent to note that the advertisement at Exb.19 does not indicate that the Party II had assured to regularize the services of the said drivers and conductor on completion of service of three months or 240 days. The Party II has also produced the appointment order (Exb. 20) issued to the driver named in this reference and other drivers. This order clearly indicates that drivers including the driver named in this reference were appointed as a substitute driver on daily wages. The said appointment order also indicates that the appointment was necessitated due to the temporary increase in work and that the services are liable to be terminated at any time during the temporary period of employment without assigning any reason. The evidence of Shri Anand Shirvoikar, the witness for the Party II, also indicates that these drivers were taken on daily wages only because of increase in work which was mainly because of absenteeism of

regular drivers. The appointment order at Exb. 20 viz-a-viz the evidence of Shri Anand Shirvoikar clearly indicates that the said drivers were appointed purely on temporary basis. This being the case it is evident that the driver named in this reference was not appointed on regular vacancy but was appointed as temporary workman within the meaning of Clause 3(c) of the Certified Standing Orders of the Corporation.

11. It is to be noted that since the said driver was a temporary workman he had no right to the post, and he was not entitled for regularization of his services merely because he had completed 240 days of continuous services. Even otherwise Section 25F of the Industrial Disputes Act does not stipulate regularization of services on completion of 240 days. In the case of *Gangadhar Pillai v/s Siemens Ltd., 2007 (1) SCC 533*, the apex court has held that *"It is not the law that on completion of 240 days of continuous service in a year, the concerned employee becomes entitled to for regularization of his services and/or permanent status. The concept of 240 days in a year was introduced in the industrial law for a definite purpose. Under the Industrial Disputes Act, the concept of 240 days was introduced so as to fasten a statutory liabilities upon the employer to pay compensation to be computed in the manner specified in Section 25F of the Industrial Disputes Act, 1947 before he is retrenched from services and not for any other purpose. In the event a violation of the said provision takes place, termination of services of the employee may be found to be illegal, but only on that account, his services cannot be directed to be regularized."* Similarly in the case of *Mehboob Deepak v/s Nagar Panchayat Gajrauta and reported in 2008 (1) SCC 575* and the case of *Branch Manager, M. P. State Agro Industries Development Corporation Ltd., and Another v/s S. C. Pandey reported in 2006 (II) SCC 716* and *M. P. Housing Board v/s Manoj Shrivastava (2006) 2 SCC 702* the apex court has reiterated that only because the employee has been working for more than 240 days he does not derive any legal right to be regularized in service.

12. Thus the principles laid down in the aforesaid decisions are sufficient to negate the contention of the Party I that the said driver was entitled for regularization on completion of 240 days of continuous service. The evidence of the witness for the Party II clearly indicates that though the said driver was appointed as temporary driver he was given all benefits which are given to the permanent drivers and that the services of the said driver were regularized as and when the vacancy arose and on considering the work performance of the said driver. This being the case there is no substance in the contention of the Party I that the Party II had indulged in victimization or unfair labour practice. Hence the issue No. 1 is answered in negative.

13. *Issue No. 2* : Since the driver named in the reference was not entitled for regularization in service on completion of 240 days of continuous service he is not entitled for any relief as claimed. Under the circumstances and in view of discussion supra, I pass the following order.

ORDER

The demand of Kadamba Kamgar Union for regularization of the services of the workman, Shri Pedro J. Faleiro on completion of 240 days of continuous service is not legal and justified. The said workman/driver is not entitled for any relief.

No order as to costs. Inform the Government accordingly.

Sd/-
(A. Prabhudessai),
Presiding Officer,
Industrial Tribunal-cum-
Labour Court-I.

Notification

No. 28/1/2009-LAB/329

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa on 30-01-2009 in reference No. IT/16/04 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 17th March, 2009.

IN THE INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT-I AT PANAJI

(Before Anuja Prabhudessai, Presiding Officer)

Ref. No. IT/16/04

Shri Rohidas Gaonkar
and 2 others,
rep. by Kadamba Kamgar Union,
T-1 Sindhur Bldg.,
Opp. Dayanand Smruti Bldg.,
Panaji, Goa. Workmen/Party I

V/s

M/s. Kadamba Transport
Corporation Ltd.,
Panaji, Goa. Employer/Party II

Workmen/Party I is represented by Adv. A. Kundaikar.

Employer/Party II is represented by Adv. C. J. Mane.

A WARD

(Passed on this 30th day of January, 2009)

By order dated 28-4-04, Government of Goa has referred the following dispute for adjudication of this Tribunal.

"(1) Whether the demand of Kadamba Kamgar Union for regularization of the following three

workpersons on completion of 240 days continuous service, is legal and justified?

1. Shri Rohidas Gaonkar, Badge No. 6649, Driver.
2. Shri Anil Raikar, Badge No. 5705, Driver.
3. Shri Caitano Crasto, Badge No. 2154, Driver.

(2) If not, to what relief the workmen are entitled?"

2. On receipt of the said reference IT/16/04 was registered. Notices were issued to both parties. The Party I filed its claim statement at Exb. 3. The Party II filed its written statement at Exb. 6. The rejoinder is at Exb. 7.

3. It is not in dispute that pursuant to the advertisement issued by the employer in the local newspapers workmen involved in this reference had applied for the post of drivers. These workmen were selected as heavy vehicle drivers. The Party I has stated that these drivers were appointed vide order dated 31-7-2000 as substitute drivers on daily wages at the rate of Rs. 100/- per day w.e.f. 16-8-2000. The services of these drivers wereregularized w.e.f. 1-1-2004 i.e. more than 3 years from the date of appointment. The contention of the Party I is that these drivers were entitled to be regularized on completion of continuous service of 240 days and keeping them as daily wage drivers for such long period amounts to unfair labour practice. The Party I has claimed that these drivers have sustained monetary loss on account of the delay in regularization of their services. The Party I has stated that these drivers are entitled for regularization of their services on completion of 240 days of continuous service, with fixation of salary in the pay scale of Rs. 3050-75-3950-80-4590.

4. The Party II has stated that the appointment of the drivers was necessitated on account of temporary increase in the workload. The Party II has stated that the services of these drivers were regularized depending upon availability of posts and on the basis of satisfactory work performance. The Party II has denied that it has indulged in unfair labour practice or victimization. The Party II has denied that the services of these drivers had to be regularized on completion of 240 days of continuous service.

5. Based on the aforesaid pleading following issues were framed:

1. Whether the Party I/Union proves that its demand for regularization of the services of the workmen on completion of 240 days of continuous service is legal and justified?
2. Whether the workmen are entitled to any relief?
3. What Award?

6. Learned advocate, Shri Kundaikar has argued that pursuant to the advertisement issued by the Party II, several drivers were appointed on permanent basis. He has argued that some of these drivers were regularized in June, 2001 while the drivers involved in this reference wereregularized subsequently. He has argued that these drivers were entitled for regularization on completion

on 240 days. He has argued that the action of the Party II to keep the drivers as daily wage drivers for such long period amounts to unfair labour practice. He has also argued that the drivers have sustained monetary loss due to delay in regularization.

7. Learned Adv., Shri Mane has argued on behalf of the Party II Corporation. He has argued that the drivers were appointed on daily wages due to temporary increase in the workload. He has argued that though these drivers were appointed on daily wages, they were given all benefits which were given to the permanent employees and that their services have been regularized depending upon the availability of posts and satisfactory work performance. He has argued that these drivers are not entitled for regularization on completion of 240 days of service. I have perused the records and considered the arguments advanced by the respective parties and my findings on the issues are as under.

8 *Issue No. 1:* It is not in dispute that the Party II had issued an advertisement in local daily at Exb. 17 stating that it required heavy vehicle drivers and conductors. The advertisement stated that the appointment would be on daily wages. Pursuant to this advertisement the workmen involved in this reference had applied for the posts of drivers and they were selected and were appointed by the Party II on daily wages of Rs. 100/- per day of actual work. The evidence of Avinash Rawal, the President of the union indicates that all these drivers were appointed w.e.f. 16-8-2000 and the services of all these Party I drivers wereregularized in batches in pay scale of Rs. 3050-75-3950-80-4590. He has deposed that these drivers were entitled for regularization on completion of 240 days of continuous service. He has stated that these drivers were appointed on regular vacancies and that they were recruited on permanent jobs and that to deny regularization and keep them on daily wages perpetually is unjust and arbitrary and amounts to unfair labour practice. He has deposed that these drivers were deprived of monetary benefits due to delay in regularization. He has also deposed that regularization in batches has caused disparity in pay scale as the similarly placed drivers who were regularized earlier are drawing higher salary than the drivers who wereregularized subsequently.

9. It may be mentioned here that AW1 Avinash Rawal had denied that the drivers were not appointed on the existing vacancies. This witness had also denied that no assurance was given by the management either in the advertisement or otherwise that the services of these drivers would be regularized on completion of service of three months. He has also denied that these drivers were appointed on daily wages due to increase in workload and growing absenteeism. He has also denied the suggestion that the Party I drivers wereregularized as and when there were regular vacancies. It is however to be noted that the second witness of the Party I, Shri Andrew Lopes has admitted in his cross examination that the Party II had appointed temporary drivers on account of pressure of work. He has admitted that some of these drivers were regularized in different batches.

The witness No. 2, Andrew Lopes has also admitted in his cross examination that the Party II had not assured the drivers at the time of their appointment that their services would be regularized on completion of 240 days of continuous service. The evidence of this witness clearly fortifies the case of the Party II that these drivers were appointed on daily wages only due to exigencies of work and consequently the evidence of AW2 Andrew Lopes belies the contention of the AW1 Avinash Rawal that these drivers were appointed on existing vacancies.

10. It is also to be noted that though the Party I has stated that these drivers were entitled for regularization on completion of service of 240 days, it has not produced any evidence to show that the Party II had undertaken to regularize the services of these drivers on completion of service of 3 months or 240 days. It is pertinent to note that the advertisement at Exb. 17, does not indicate that the Party II had assured the drivers and conductors that their services would be regularized on completion of continuous service of three months or 240 days. The Party II has also produced the appointment order (Exb. 18) issued to these drivers. This order clearly indicates that these drivers, were appointed as substitute drivers on daily wages. The said appointment order also indicates that the appointment was necessitated due to the temporary increase in work and that their services are liable to be terminated at any time during the temporary period of employment without assigning any reason. The evidence of Shri Anand Shirvoikar, the witness for the Party II, also indicates that these drivers were taken on daily wages only because of increase in work which was mainly because of absenteeism of regular drivers. The appointment order at Exb. 18 viz-a-viz the evidence of Shri Anand Shirvoikar clearly indicates that the Party I drivers were appointed purely on temporary basis. This being the case it is evident that the Party I drivers were not appointed on regular vacancies but were appointed as temporary workmen within the meaning of Clause 3(c) of the Certified Standing Orders of the Corporation.

11. It is to be noted that since the Party I drivers were temporary workmen they had no right to the post and they were not entitled for regularization of their services merely because they had completed 240 days of continuous services. Even otherwise Section 25F of the Industrial Dispute Act does not stipulate regularization of services on completion of 240 days. In the case of *Gangadhar Pillai v/s Siemens Ltd., 2007 (1) SCC 533*, the apex court has held that *"It is not the law that on completion of 240 days of continuous service in a year, the concerned employee becomes entitled to for regularization of his services and/or permanent status. The concept of 240 days in a year was introduced in the industrial law for a definite purpose. Under the Industrial Disputes Act, the concept of 240 days was introduced so as to fasten statutory liabilities upon the employer to pay compensation to be computed in the manner specified in Section 25F of the Industrial Disputes Act, 1947, before he is retrenched from services and not for any other purpose. In the event a violation of the said provision*

takes place, termination of services of the employee may be found to be illegal, but only on that account, his services cannot be directed to be regularized." Similarly in the case of *Mehboob Deepak v/s Nagar Panchayat Gajrauta* and reported in 2008 (1) SCC 575 and the case of *Branch Manager, M. P. State Agro Industries Development Corporation Ltd., and Another v/s S. C. Pandey* reported in 2006 (II) SCC 716 and M. P. Housing Board v/s Manoj Shrivastava (2006) 2 SCC 702 the apex court has reiterated that only because the employee has been working for more than 240 days he does not derive any legal right to be regularized in service.

12. Thus the principles laid down in the aforesaid decisions are sufficient to negate the contention of the Party I that these drivers were entitled for regularization on completion of 240 days of continuous service. The evidence of witness for the Party II clearly indicates that though these drivers were appointed as temporary drivers they were given all benefits given to the permanent drivers and that the services of these drivers were regularised as and when the vacancies arose and also on considering the work performance of these drivers. This being the case there is no substance in the contention of the Party I that the Party II had indulged in victimization or unfair labour practice. Hence the issue No. 1 is answered in negative.

13. *Issue No. 2:* Since the drivers named in the reference were not entitled for regularization of their service on completion of 240 days of continuous service they are not entitled for any relief as claimed. Under the circumstances and in view of discussion supra, I pass the following order.

ORDER

The demand of Kadamba Kamgar Union for regularization of the services of the three workmen named in the reference on completion of 240 days of continuous service is not legal and justified. The drivers named in the reference are not entitled for any relief.

No order as to costs. Inform the Government accordingly.

Sd/-
(A. Prabhudessai),
Presiding Officer,
Industrial Tribunal-cum-
-Labour Court-I.

Notification

No. 28/1/2009-LAB/346

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa on 2-3-2009 in reference No. IT/53/03 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947)

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 23rd March, 2009.

IN THE INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT-I AT PANAJI

(Before Smt. Anuja Prabhudessai, Presiding Officer)

Case No. IT/53/03

Workmen rep. by
Goa Trade and Commercial
Workers Union,
Velho Bldg., 2nd Floor,
Panaji, Goa.

..... Workmen/Party I

V/s

M/s. Ajanta Medicals P. Ltd.,
Bethora Industrial Estate,
Bethora, Goa.

..... Employer/Party II

Workmen/Party I is represented by Adv. Suhas Naik.

Employer/Party II is represented by Adv. E. Furtado.

A WARD

(Passed on this 2nd day of March, 2009)

1. The Party Workmen are the employees of the Party II who is engaged in the business of manufacturing medicines and other products. The Party I had submitted to the Party II Charter of Demands dated 1-4-99. The Party II refused to concede to the Charter of Demands raised by the Party I. Hence the Party I raised an Industrial Dispute. The conciliation proceedings initiated by the Labour Commissioner ended in failure and on receipt of the failure report, by order dated 29-7-03, the Government of Goa in exercise of powers conferred under Section 10(1)(d) of the Industrial Disputes Act, 1947, has referred to this Industrial Tribunal the following dispute for adjudication :

"(1) Whether the action of the management of M/s. Ajanta Medicals Pvt. Ltd., Bethora Industrial Estate, Bethora, Goa, in refusing to concede the Charter of Demands raised by the Goa Trade and Commercial Workers Union vide their letter dated 1-4-99, is legal and justified?

(2) If not, what relief the workmen are entitled to? "

2. On receipt of the reference IT/53/03 was registered. Notices were issued to both parties. Party I filed its claim statement at Exb. 3. The Party II filed its written statement at Exb. 5 and the rejoinder of the Party I is at Exb. 6.

3. The Party I has stated that the Party II had a very high day to day production and was making huge profits every year and is in good financial position to meet the demands raised by the workmen. The Party I has stated that the workmen are entitled for rise in their salary, for proper gradation and designation. The Party I has further stated that the VDA paid to the Party I workers is very low. The Party I has stated that their demands are just and reasonable and need to be considered.

4. The Party II has denied that it is making huge profit. The Party II has stated that there is decline in production and the same has severely affected its financial position. The Party II has denied that the Party I employees have been working on low and pathetic salaries. The Party II has stated that the workers are not only paid good salaries and perks but also paid PF and have been given flat rise in their salaries, VDA, other perks and additional leave at the time of installation of automatic bottling line. The Party II has stated that the company is reeling in heavy losses and is unable to meet the demands of the workmen.

5. Based on the aforesaid pleading, following issues were framed.

- 1 Whether the Party I/Union proves that the action of the Party II in refusing to concede the Charter of Demands raised by it vide letter dated 1-4-99 is not legal and justified?
- 2 Whether the workmen are entitled to any relief?
- 3 What Award?

6. The matter was posted for evidence. In the course of the proceedings, Ind. Adv., Shri Chodnekar was appointed as a mediator and was requested to explore the possibility of amicable settlement. On 26-2-09, both the parties remained present alongwith the mediator, Shri Chodnekar and submitted that they have settled the matter amicably and placed on record the terms of agreement at Exb. 21. These terms are agreeable to both parties and in my opinion the same are in the interest of the workmen. Hence the terms are taken on record and the following consent award is drawn as per the terms.

ORDER

- 1 It has been agreed between the parties that the settlement on the Charter of Demands will be for a period of 3 years beginning from 1-11-2008 and ending on 30-10-2011.
- 2 It has been agreed that the management will pay a sum of Rs. 2,000/-, Rs.1,750/- and Rs.1,500/- to the workmen involved in the present reference in the manner mentioned below:-

Sr. No.	Names	Amount of rise given p.m.	Date of rise
1	Shri Laxman Gawtade	Rs. 2,000/-	1-11-2008
2	Shri Suresh Dhanawade	Rs. 2,000/-	1-11-2008
3	Shri Ramchandra Bhagye	Rs. 2,000/-	1-11-2008
4	Shri Ramakant Naik	Rs. 2,000/-	1-11-2008
5	Shri Pandhari Usgaonkar	Rs. 1,750/-	1-11-2008
6	Shri Anand Salunke	Rs. 1,750/-	1-11-2008
7	Shri Anand Gaude	Rs. 1,750/-	1-11-2008
8	Shri Anand Girodkar	Rs. 1,500/-	1-11-2008
9	Shri Yeshwant Palkar	Rs. 1,500/-	1-11-2008

It has been agreed that the above individual rise per month will be made in the basic salary

of the individual workman w.e.f. 1-11-2008. The basic rise so agreed will be fitted in the basic wage.

- 3 It has been agreed that over and above the amount paid in the monthly wages of the individual workman, the management shall pay a sum of Rs.10,000/- (Rupees ten thousand only) as ex-gratia payment in full and final settlement of the claim of the Party I towards arrears and the claim before this Hon'ble Tribunal.
- 4 It has been agreed that the management will give the annual increment to all the above workmen w.e.f. 1-4-2010 and the payment of VDA will continue as per the prevailing practice.
- 5 The rest of the terms and conditions existing between the parties will remain unaltered during the tenure of the present settlement.
- 6 It has been agreed between the parties that the workmen shall ensure a minimum of six batches of 4,000 litres each of liquid oral product or any other product that may be manufactured or processed per month during the tenure of the present settlement.
- 7 It has been agreed that the management will take care of all other aspects such as water supply, power etc., which would otherwise hamper the smooth functioning of the process of manufacturing.
- 8 It has been agreed that the workers, present and future will work in the event the work is overlapped in any shift due to production exigencies and the management agrees to drop the concerned workmen during such contingencies if the work continues till 8.00 p.m. to their respective residences.
- 9 In keeping with the spirit of the settlement, the workers involved in the reference have agreed to remit their first rise of salary individually to the union fund and the management shall deduct the same and remit it to the union forthwith.
10. The management agrees to pay the arrears as well as the individual rise referred above by 7-5-2009 and the workers/union have agreed to the same.
11. It has been agreed to file the present terms of the settlement before this Hon'ble Tribunal.

No order as to costs. Inform the Government accordingly.

Si/-
(A. Prabhudessai),
Presiding Officer,
Industrial Tribunal-cum-
Labour Court-I.

Department of Personnel

Order

No. 3/1/80-PER (Part)

On placement of his services at the disposal of Government of Goa by the Government of India, Ministry of Home Affairs, New Delhi vide order No. 14020/2009-UTS-I dated 20-2-2009, the Governor of Goa is pleased to appoint Shri K. D. Singh, IPS (AGMU : 85) as Inspector General of Police with immediate effect.

Shri K. D. Singh, IPS (AGMU : 85) reported to this Administration on 9-3-2009 and was on awaiting posting.

By order and in the name of the Governor of Goa.

Yetindra M. Maralkar, Joint Secretary (Personnel).

Porvorim, 17th April, 2009.

Order

No. 7/5/2009-PER

In pursuance to the Government of India, Ministry of Home Affairs, Order No. 14016/4/2009-UTS I dated 27-03-2009, the Governor of Goa is pleased to appoint Shri Hauzel Haukhum, IAS (AGMU:74), as the Chief Secretary to the Government of Goa with effect from 08-04-2009 (a.n.).

Shri Hauzel Haukhum, IAS (AGMU : 74), reported to this Administration on 08-04-2009 (a. n.).

By order and in the name of the Governor of Goa.

Yetindra M. Maralkar, Joint Secretary (Personnel).

Porvorim, 17th April, 2009.

Order

No. 7/4/2009-PER

In pursuance to the Government of India, Ministry of Environment and Forests, New Delhi Office Order No. 22011/1/2007-IFS-I dated 17-03-2009, the Governor of Goa is pleased to appoint Shri Yogesh, IFS (AGMUT: 86), as Conservator of Forests, Goa, with immediate effect.

Shri Yogesh, IFS (AGMUT: 86) has reported to this Administration on 25-03-2009 (a. n.) and was awaiting posting.

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 20th April, 2009.

Department of Public Health

Order

No. 31/11/2004-I/PHD

Refer: Government Order No. 31/11/2004-I/PHD dated 22-03-2005.

Government is pleased to constitute the State Technical Committee of the following officials for monitoring of Adverse Events following Immunizations (AEFI) in the State of Goa:

- 1 Professor & Head of Department of Paediatrics, Goa Medical College, Bambolim — Chairperson.
- 2 Sr. Pathologist, Asilo Hospital, Mapusa — Member.
- 3 Sr. Pathologist, Hospicio Hospital, Margao — Member.
- 4 Epidemiologist, Directorate of Health Services, Panaji — Member.
- 5 Dy. Director, Directorate of Food & Drugs Administration, Altinho, Panaji — Member.
- 6 EPI Officer, State Family Welfare Bureau, Directorate of Health Services, Panaji — Member Secretary.

The terms and conditions of the Committee shall be as under:

- a) The Committee shall meet at least once in three months and review the situation regarding AEFI.
- b) The Committee shall meet whenever any case of adverse event following immunization is referred to the Committee.
- c) The Committee shall also suggest the ways and means which would help to prevent adverse reaction.

This is issued in supersession of this Department's earlier Government Order of even number dated 22-03-2005.

By order and in the name of the Governor of Goa.

Maria J. R. Pires, Under Secretary (Health-II).

Porvorim, 21st April, 2009.